

1 BILL NO. S-85-05-16

2 SPECIAL ORDINANCE NO. S- 84-85

3 AN ORDINANCE approving Contract for  
4 Res. 6012-85 - Clinton Street  
5 Parking Facility Repair, by the City  
6 of Fort Wayne by and through its  
7 Board of Public Works and Safety  
8 and Brenca Contractors, Inc.

9 NOW, THEREFORE, BE IT ORDAINED BY THE COMMON COUNCIL OF  
10 THE CITY OF FORT WAYNE, INDIANA:

11 SECTION 1. The annexed Contract for Res. 6012-85 -  
12 Clinton Street Parking Facility Repair, by the City of Fort Wayne  
13 by and through its Board of Public Works and Safety and Brenca  
14 Contractors, Inc., is hereby ratified, and affirmed and approved  
15 in all respects. The work under said Contract requires:

16 repairs to improve Clinton Street  
17 Parking Facility, 915 South Clinton  
18 Street;

19 the Contract price is Three Hundred Sixty-Two Thousand Fifty-Five  
20 and 20/100 Dollars (\$362,055.20).

21 SECTION 2. Prior Approval was received from Council  
22 with respect to this Contract on April 23, 1985. Two (2) copies  
23 of the Contract attached hereto are on file with the City Clerk,  
24 and are available for public inspection.

25 SECTION 3. That this Ordinance shall be in full force  
26 and effect from and after its passage and any and all necessary  
27 approval by the Mayor.

28 Samuel J. Talarico  
29 Councilmember

30 APPROVED AS TO FORM  
31 AND LEGALITY

32 B. O. Boxberger  
Bruce O. Boxberger, City Attorney



Read the first time in full and on motion by Salmon, seconded by Stew, and duly adopted, read the second time by title and referred to the Committee Public Works (and the City Plan Commission for recommendation) and Public Hearing to be held after due legal notice, at the Council Chambers, City-County Building, Fort Wayne Indiana, on \_\_\_\_\_, the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, at \_\_\_\_\_ o'clock \_\_\_\_\_ .M., E.S

DATE: 5-14-85

Sandra E. Kennedy  
SANDRA E. KENNEDY, CITY CLERK

Read the third time in full and on motion by Salmon, seconded by Stew, and duly adopted, placed on its passage. PASSED (LOST) by the following vote:

	<u>AYES</u>	<u>NAYS</u>	<u>ABSTAINED</u>	<u>ABSENT</u>	<u>TO-WIT:</u>
<u>TOTAL VOTES</u>	<u>8</u>	<u>1</u>	_____	_____	_____
<u>BRADBURY</u>	<u>✓</u>	_____	_____	_____	_____
<u>BURNS</u>	_____	<u>✓</u>	_____	_____	_____
<u>EISBART</u>	<u>✓</u>	_____	_____	_____	_____
<u>GiaQUINTA</u>	<u>✓</u>	_____	_____	_____	_____
<u>HENRY</u>	<u>✓</u>	_____	_____	_____	_____
<u>REDD</u>	<u>✓</u>	_____	_____	_____	_____
<u>SCHMIDT</u>	<u>✓</u>	_____	_____	_____	_____
<u>STIER</u>	<u>✓</u>	_____	_____	_____	_____
<u>TALARICO</u>	<u>✓</u>	_____	_____	_____	_____

DATE: 5-28-85

Sandra E. Kennedy  
SANDRA E. KENNEDY, CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as (ANNEXATION) (APPROPRIATION) (GENERAL) (SPECIAL) (ZONING MAP) ORDINANCE (RESOLUTION) NO. S-84-85 on the 28th day of May, 1985,

ATTEST:

(SEAL)

Sandra E. Kennedy  
SANDRA E. KENNEDY, CITY CLERK

Mark E. GiaQuinta  
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 29th day of May, 1985, at the hour of 11:30 o'clock A.M., E.S.T.

Sandra E. Kennedy  
SANDRA E. KENNEDY, CITY CLERK

Approved and signed by me this 29th day of may, 1985, at the hour of 3:00 o'clock P.M., E.S.T.

Win Moses, Jr.  
WIN MOSES, JR., MAYOR



Project: Clinton Street Parking Facility Repair  
Fort Wayne, Indiana

RESN-6012-05

**SUCCESSFUL BID**

INCLUDED IN PACKAGE

X	1	Cover Sheet
X	I1 - I9	Instruction to Bidders
X	S1	Schedule
X	GP1- GP7	General Provisions
SEPARATE		Plans and Specifications
SEPARATE		Drawings
X	GC1-GC19	General Conditions AIA
TECHNICAL SECTION		Supplementary Conditions
X	W1	Prevailing Wage Scale-State of Indiana
X	LQ1	Letter of Qualification
X	FA 1-2	Escrow Agreement

TECHNICAL SECTION	Bid Form and Supplements
TECHNICAL SECTION	Non-Collusion Affidavit
	Bidder's Bond
Not included in Brenca's Bid Pkg. #14	State Board of Accounts Form 96-A
	Certificate in Lieu of Financial Statement
	Brenca Contractor Audited Financial Statement
	dated June 30, 1984 year end.
	In house interim financial statement dated
	February 28, 1985 non audited

Discount for prompt payment 10 cal days	20 cal days	30 cal days	Other
(See General Provisions Clause .5 %	%	%	%
Acknowledgement of	Amendment No.	Date	Amendment No.
Amendments Addenda	Addenda #1	4-09-85	

BID SUBMITTED

Contractor: Brenca Contractors, Inc.  
By: Jack W. Brickel  
Attest: \_\_\_\_\_  
Its: President

Offer Date: \_\_\_\_\_

Bidder agrees to keep bid open for acceptance for ~~60~~ 30 days

Compliance: \_\_\_\_\_

ACCEPTANCE OF BID/AWARD OF CONTRACT

City of Fort Wayne  
Board of Public Works and Safety

Joseph R. Siver  
Lawrence D. Conacher

City of Fort Wayne  
Mayor in

Award date: 4-19-85



Minority Business Enterprise (MBE) is a business of which at least 51% is owned and controlled by minority group members. ("Minority" means Black, Hispanic, American Indian, Asian, Pacific Islander, and Alaskan Native). The minority owners must exercise actual day-to-day management, as well as actively participate in management and policy decisions affecting the business. The contribution of capital, equipment or expertise made by the minority owners must be real, substantiated and documented.

Women Business Enterprise (WBE) is a business of which at least 51% is owned and controlled by women. The women owners must exercise actual day-to-day management, as well as actively participate in management and policy decisions affecting the business. The contribution of capital, equipment or expertise made by the women owners must be real, substantiated and documented.

The contract for which this proposal/bid is prepared is governed by the MBE/WBE Ordinance. This form must be completed in order to be responsive to this IFB/RFP. If the participation goal of 7% for MBE and 2% for WBE are not met or exceeded in your bid or proposal, the reasons for this failure and reasonableness and good faith of efforts to meet this goal shall be evaluated in determining whether the bidder/offeror is responsible.

A list of possible MBE/WBE contractors/suppliers are on file in the Compliance Office, Room 800, City-County Building, for Contractor review.

THE FOLLOWING IS THE UNDERSIGNED'S COMMITMENT TO THE MBE/WBE GOALS OF THE CITY FOR WORK DONE PURSUANT TO THIS CONTRACT:

- A. \_\_\_\_\_ The undersigned firm certifies that it is an MBE/WBE Contractor (cross out inapplicable provision).

For MBE specify percentage of minority ownership  
      0   %.

For WBE specify percentage of women ownership  
      0   %.

- B. \_\_\_\_\_ The undersigned certifies that they are a joint venture in which the following (MBE/WBE) firm \_\_\_\_\_ (cross out inapplicable provision) is a joint venture partner.

The MBE/WBE firm (cross out inapplicable provision) shall have 0 % participation (employees) 0 % participation (costs) in this project.

Specify the percentage of minority/women ownership in the MBE/WBE firm 0 %. (cross out inapplicable provision)

- C. The undersigned commits 0 % of the total bid price as a subcontract to minority business enterprise participation. The MBE firms which are proposed as subcontractors are the following:

<u>Name of Firm</u>	<u>Address</u>	<u>Type of Work</u>
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- 1.
- 2.
- 3.

- D. The undersigned commits 0 % of the total bid price as a subcontract to women business enterprise participation. The WBE firms which are proposed as subcontractors are the following:

<u>Name of Firm</u>	<u>Address</u>	<u>Type of Work</u>
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- 1.
- 2.
- 3.

- E. Complete (1) and (2) below if participation goals of 7% MBE and 2% WBE have not been met.

1. My Company cannot meet the participation goals for the following reasons:  
1. No bids received from MBE or WBE contractors.

2. We have taken the following steps in an attempt to comply with these participation goals: See attached sheet

(attach additional sheets as necessary)

Contractor Brenca Contractors, Inc. Contractor \_\_\_\_\_

By Jack W. Bricket By \_\_\_\_\_

Its President Its \_\_\_\_\_



14. Minority/Female Hourly Employment Requirements.

The City's policy is to encourage a greater utilization of minority and/or female employees in City construction projects. The Board has, therefore, adopted a minimum goal of 17% of the total work hours on each project to be expended by minority and/or female employees. ("Minority" shall include: Blacks, Hispanic, Asian, Pacific Islander, American Indian or Alaskan Native.)

The bidder shall state in "A" below the percentage of total work hours which the bidder and his subcontractors will employ and utilize women and minority employees on this project. If a contract is awarded as a result of this bid, the percentage figure set forth in "A" shall become contractually binding on the bidder. The successful bidder will also be required to prepare reports for the City demonstrating compliance with this percentage and will allow city officials access to his records, facilities and work site and to those of his subcontractors to determine compliance.

The bidder must fill in the required blanks in this clause in order to be responsive to this IFB. If the bidder does not meet or exceed the hourly utilization goal of 17% minority/female participation, the reasons for this failure and reasonableness and good faith of efforts to meet this goal shall be evaluated to determine whether the bidder is responsible.

THE FOLLOWING IS THE UNDERSIGNED'S COMMITMENT TO MINORITY/FEMALE HOURLY UTILIZATION.

A. The undersigned firm certifies that it will employ and utilize minorities and females and/or will ensure that its subcontractors employ and utilize minorities and females so that minorities and females will work at least 17% of the total hours worked on this project.

B. Complete (1) and (2) below if the hourly utilization figure set forth in "A" is less than 17%.

1. My Company and its subcontractors cannot meet the 17% minimum hourly utilization figure for the following reasons: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



2. My Company has taken the following steps in an attempt to comply with the 17% hourly utilization figure:

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(attach additional sheets if necessary)

Contractor Brenca Contractors, Inc.

By Jack W. Brickel Jack W. Brickel  
Its President

15. Required Prevailing Wage Schedule Payments - Pursuant to Indiana Code 5-16-7-1. All contractors and subcontractors working on the project awarded pursuant to this contract shall pay the prevailing wage rates for skilled, semi-skilled and unskilled laborers, workmen and mechanics. This wage determination has been made in accordance with the procedures set forth in Indiana Code 5-16-7-1. This determination and the required wage rates are available for examination by any prospective bidder at The Board of Public Works and Safety, 9th Floor, City-County Building, Fort Wayne, Indiana.

If a bidder is awarded a contract as a result of this Invitation for Bids, he/she/it shall file a schedule of wages, on forms provided by the City of Fort Wayne, demonstrating compliance with the wage rate determination. The successful prime contractor shall be responsible for obtaining schedules from all subcontractors. All schedules shall be filed before the contractor commences any work on the project.

Penalties for failure to pay the prevailing wage rate are set forth in Indiana Code 5-16-7-3.

16. Site Orientation. A site orientation will not be conducted.

All bidders are required to visit the site of the work, and inform themselves fully of the conditions, under which the work will be performed. The bidders shall be responsible for all conditions that affect the work, including, but not limited to all sub-surface conditions.



SCHEDULE  
Board of Public Works and Safety

The contractor agrees to furnish at his/her/its own cost all labor, insurance, materials, equipment, and power for the complete performance of the following project:

Clinton Street Parking Facility Repair  
915 South Clinton Street  
Fort Wayne, Indiana

All work will be performed in accordance with: Resolution #~~6012-85~~ the IFB, this contract and the applicable plans, specifications, and drawings. See Bid Forms for Quotations.

The work shall be commenced within fifteen (15) days after May 15, 1985. All work shall be completed on or before September 13th, 1985.

☒ Liquidated Damages Provision. (This clause shall be applicable to this contract only if the box contains a checkmark or an "X".) It is hereby agreed by and between the City of Fort Wayne and Contractor that time is of the essence of this agreement and the contractor agrees that it will complete the project as herein defined on or before. The parties agree that it is a business and governmental necessity that the project be completed by this date, that it will be difficult or impossible to make an accurate determination of the damages that would be incurred by the City of Fort Wayne, and therefore provide for liquidated damages in the sum of \$500.00 per day for each and every day after September 13th, 1985 that the project remains uncompleted. The parties agree that the sum of \$500.00 per day is a reasonable estimate as to the damages which would be incurred by the City of Fort Wayne. The parties further agree that causes beyond the control of the contractor may delay the completion date. Therefore, the parties agree that delays in the completion date beyond the control of the contractor shall not result in liquidated damages.

Delays beyond the control of the contractor can include but are not necessarily limited to, the following: Acts of God, strikes, lockouts or industrial disturbances, acts of public enemies, restraining orders of any kind by the government of the United States of America or of the State of Indiana or any of their departments, agencies, or officials, or any civil or military authority, insurrections, riots, landslides, earthquakes, fires, incapacitating storms, floods, and explosions.



GENERAL PROVISIONS\*  
Board of Public Works and Safety  
(Non-Federally Funded)

1. Time and Progress. Time is of the essence of this contract. The contractor shall begin promptly after receipt of a written notice to proceed, and in no case later than ten (10) days after such receipt. He/she/it shall prosecute the work in such a manner as to cause no unnecessary delays. The time of beginning, rate of progress and time of completion are all essential elements of this contract.

2. Payment. The Contractor will submit requests for payment on a claim form prescribed by the City, and attach to that claim form, his invoices for the work performed and accepted.

☒ 3. Progress Payments and Retainage. The contractor may submit requests for payments no more often than every thirty (30) days for work performed and accepted under this contract. If the contractor is in compliance with the provisions of this agreement, The Board will make payments for such work performed and completed, provided, however, that in any such case The Board will retain 10% (ten percent (10%)) if not otherwise specified) of the total amount owing to insure satisfactory completion of the contract. Upon final inspection and acceptance of this contract, the contractor will be paid in full. However, if this contract is in excess of \$100,000, this contract will be subject to an escrow agreement as provided in I.C. 5-16-5.5-1 and the standard Board of Works escrow agreement. When this project is 50% (50% if not otherwise specified) complete and the work has been promptly and properly executed, The Board, at its option, can waive or, reduce the retainage requirement.

4. Inspection. The Board, the City Engineers, officials of the Office of Compliance of the City of Fort Wayne, and any other City officials designated by The Board shall have access to the work sites and contractors' records at all reasonable times for inspection of the work performed under and in compliance with this agreement.

Any inspection or failure to inspect by The Board or City does not relieve the contractor of the obligation to comply with all provisions of this agreement.

\*NOTE: Those clauses of the General Provisions with the following box beside it ☐ will be applicable to the contract only if the box has a checkmark or "x" in it. Any question about the applicability of a General Provision should be brought to the attention of The Board.



5. Warranty. The contractor fully warrants his work for one (1) year after acceptance by The Board, and shall remedy at the contractor's own expense, any defects or problems occurring during that one-year period. In addition, The Board and the City shall be furnished with all manufacturer's and supplier's written guaranties and warranties covering materials and equipment furnished under the contract.

6. Termination for Convenience. The Board can terminate this agreement for the convenience of The Board at any time by providing a written notice to the contractor. If the agreement is terminated by The Board pursuant to this clause, the contractor will be paid only for the work performed up to the termination date. In the event of termination pursuant to this clause, all work, including any finished or unfinished documents, data, studies and reports prepared by the contractor pursuant to this agreement shall become the property of The Board of the City of Fort Wayne.

7. Termination for Default. If the contractor shall fail to fulfill its obligations under this agreement in a timely and proper manner, The Board shall have the right to terminate this agreement for default, by written notice. If this agreement is terminated pursuant to this clause, The Board is not required to advance any further payments to the contractor. In the event of termination, all work, including finished or unfinished documents, data, studies, surveys and reports prepared by the contractor shall become The Board's property. Termination pursuant to this clause is not The Board's exclusive remedy and will not prejudice the right of The Board to take any other legal action against the contractor.

8. Changes. The Board may, at any time, by written order, make changes within the general scope of this agreement. If any such change results in an increase or decrease in the cost of performance, time of performance, or any other material provision under this contract, The Board shall make an equitable adjustment in the contract price, time of performance, or other provision. Any claim by the contractor for adjustment under this clause shall be submitted to The Board in writing within thirty (30) days after the issuance of the change order. All such change orders and resultant compensation shall be incorporated as written modifications to this contract. Any dispute as to an equitable adjustment shall be referred to the Director of The Board for his final determination, pursuant to the disputes clause of this contract; provided, however, that the contractor will proceed with the work as changed, even if there is a dispute.



9. Assignability. The contractor shall not assign or transfer any interest in this agreement, including by assignment or novation without the prior written consent of The Board.

10. Sub-contracting. None of the services covered by this agreement shall be sub-contracted or contracted out without the prior written consent of The Board. No subcontracts will be awarded to contractors who have been debarred or suspended from doing work for the City of Fort Wayne or federally-assisted contracts.

11. New Quality Materials. All materials used by the contractor in the performance of this contract will, unless otherwise specified in writing, be new, of a merchantable quality, and in no case less than the quality required by the specifications.

12. Permits and Licenses. The contractor shall secure at his/her/its own expense all permits and licenses necessary to the performance of the contract. Failure to secure a necessary permit or license shall constitute grounds for termination of the contract.

13. Contractor's Insurance. The contractor shall obtain and pay premiums for such public liability insurance, property damage insurance, and workmen's compensation as will fully protect it from claims under the Indiana Workmen's Compensation Act and from any other claims for damages to persons not covered by that Act because of bodily injury, including death which may arise from, or during the performance of the work described in this contract. The City shall be named as an additional insured on each such policy. Proof of all such insurance shall be presented to The Board. The contractor further agrees that it will indemnify and hold The Board and the City of Fort Wayne harmless from any loss, damage, liability, cost or expenses incurred by the contractor, any of its agents, employees and sub-contractors, in the performance of this contract, as well as the failure of the contractor or of any agents, employees, or sub-contractors to comply with any of the provisions of this clause.

14. Contractor's Protection of Work and Safety. The contractor shall obtain adequate protection of all work from possible damage, and shall protect the City's property of all work from possible damage, and shall protect the City's property from injury or damage arising from the work to be done under or by the contractor, its employees, agents and sub-contractors during the construction. He/she/it shall take all reasonable precaution for the safety of the employees on the job and shall comply with all applicable safety laws, building codes and ordinances. The contractor shall properly and fully guard all excavations and dangerous places, and will use all due and proper



precaution to prevent injury to any and all persons and property.

15. Lead Base Paint. The contractor will not apply any lead base paint, and will take all necessary steps to reduce the hazard from lead base paint already on surfaces. Lead base paint is defined as paint containing more than six-one-hundredths of one percent of lead by weight in the total non-volatile content of liquid paint, or in the dried film of paint already applied, and shall include, cracking, scaling, peeling, chipping or loose paint. Any surfaces to be painted shall be treated as necessary. Treatment involves washing, sand, scraping, wire-brushed, or otherwise cleaned so as to remove cracking, scaling, peeling, chipping or loose paint back to sound surfaces, and repainting with two coats of suitable non-lead paint. If paint film integrity cannot be maintained, the surface must be covered.

Lead base paint hazards involve all interior surfaces and those exterior surfaces readily accessible to children under seven (7) years of age, and contractor will take appropriate provisions pending the completion of the contract for the elimination of immediate hazards.

16. Contractor's Clean-up. During construction, and after completion the contractor shall clean up and remove all waste construction materials from the premises and will leave the premises in a clean and sightly condition.

17. Disputes. All disputes which arise under this contract which cannot be resolved between the contractor and the City will be referred in writing to the Director of The Board. The Director of The Board shall make a final decision in writing. The contractor will continue to perform the contract regardless of the decision

18. Prompt Payment Discounts. In connection with any discount offered for prompt payment, time shall be computed from (1) the date of acceptance by the City of performance of the services or deliveries of supplies to the City, or (2) the date the correct claim form and invoice, or voucher is received in the office of the City division awarding the contract, if the latter is later than the date of acceptance of performance or delivery. For the purpose of computing, the discount earned, payment shall be considered to have been made on the date the City check is mailed.

19. Minority Business Enterprise/Women Business Enterprise Compliance (Construction Contract). This contract is governed by General Ordinance G-16-84, Chapter 7 of the code of the City of Fort Wayne, establishing participation goals of seven percent (7%) for Minority Business Enterprises and two percent (2%) for Women Business Enterprises of the total



yearly dollar amount of construction contracts awarded by the City of Fort Wayne. The terms "Minority Business Enterprise" and "Women Business Enterprise" are defined in the Ordinance and in the MBE/WBE Statement of the IFB/RFP. The contractor agrees that in performing this contract it/he/she will meet or exceed the certification of participation set forth in the MBE/WBE Statement in the IFB/RFP. Failure to meet or exceed the smallest of the following: (a) 7% MBE or 2% WBE; or (b) the participation certification, without justifiable excuse, can be grounds for termination of this contract for default and shall be considered in evaluating contractor's responsibility on future contracts. The contractor agrees to cooperate with and provide all documentation requested by the City in monitoring the contractor's compliance. After completing the work called for in the contract, the contractor will submit to the City an accurate certification setting forth the MBE and WBE participation in the contract. Final payment shall not be made until this certification is received.

20. Anti-Discrimination Under Indiana Code 5-16-6-1.  
This contractor agrees as follows:

a. That in the hiring of employees for the performance of work under this contract or any subcontract hereunder, no contractor, or subcontractor, nor any person acting on behalf of such contractor or subcontractor shall, by reason of race, religion, color, sex, national origin or ancestry, discriminate against any resident of the State of Indiana who is qualified and available to perform the work to which the employment relates;

b. That no contractor, subcontractor, nor any person on his behalf shall, in any manner, discriminate against or intimidate any employee hired for the performance of work under this contract on account of race, religion, color, sex, national origin or ancestry;

c. That there may be deducted from the amount payable to the contractor by the City of Fort Wayne under this contract, a penalty of five dollars (\$5.00) per person for each calendar day during which such person is discriminated against or intimidated in violation of the provisions of the contract; and

d. That this contract may be cancelled or terminated by the City of Fort Wayne and all money due or to become due hereunder may be forfeited, for a second or any subsequent violation of the terms or conditions of this clause.

21. Anti-Discrimination Under the Code of the City of Fort Wayne, Section 15-17. In the performance of work under this contract or any subcontract hereunder, the contractor, subcontractor, and any person acting on behalf of such contractor



(2) The Division of the City awarding this contract may cancel or terminate this contract, and all money due or to become due under the contract may be forfeited for a second or any subsequent violation of Section 15-17.

22. Required Prevailing Wage Scale Payments. The contractor and all subcontractors shall, at minimum, pay the prevailing wage rates for skilled, semi-skilled, and unskilled laborers, workmen, and mechanics, as required by the Indiana Code 5-16-7-1 wage scale attached to this contract. The contractor and all subcontractor on this project shall file a Schedule of Wages to be paid during the contract to laborers, workmen and mechanics prior to performance on the contract. During performance of the contract, the contractor and each subcontractor will meet or exceed his/her/its Schedule of Wages for each position.

23. The American Institute of Architects General Conditions, AIA Document A201 Latest Edition and the accompanying Supplementary Conditions are hereby incorporated into these General Provisions. Should any conflict between these documents be encountered, the General Provisions shall govern.



BID FORM

PROJECT IDENTIFICATION: Clinton Street Parking Facility Repairs  
915 S. Clinton Street  
Fort Wayne, Indiana 46802

CONTRACT IDENTIFICATION AND NUMBER: 1316141

THIS BID IS SUBMITTED TO: The City of Fort Wayne  
City-County Building  
Purchasing Agent, 7th Floor  
One Main Street  
Fort Wayne, Indiana 46802

1. The undersigned BIDDER proposes and agrees, if this Bid is accepted, to enter into an Agreement with OWNER in the form included in the Contract Documents to complete all Work as specified or indicated in the Contract Documents for the Contract Price and within the Contract Time indicated in this Bid and in accordance with the Contract Documents.

2. BIDDER accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid Security. This Bid will remain open for sixty days after the day of Bid opening. BIDDER will sign the Agreement and submit the Contract Security and other documents required by the Contract Documents within fifteen days after the date of OWNER's Notice of Award.

3. In submitting this Bid, BIDDER represents, as more fully set forth in the Agreement, that:

(a) BIDDER has examined copies of all the Contract Documents and of the following Addenda:

Addendum No. 4.....Dated.. 4/9/85.....

Addendum No.....Dated.....

Addendum No.....Dated.....

Addendum No.....Dated.....

(receipt of all of which is hereby acknowledged) and also copies of the Advertisement or Invitation to Bid and the Instructions to Bidders.



(b) BIDDER has examined the site and locality where the work is to be performed, the legal requirements (federal, state and local laws, ordinances, rules and regulations) and the conditions affecting cost, progress or performance of the Work and has made such independent investigations as BIDDER deems necessary.

(c) This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; BIDDER has not directly induced or solicited any other Bidder to submit a false or sham Bid; BIDDER has not solicited or induced any person, firm or a corporation to refrain from bidding; and BIDDER has not sought by collusion to obtain for himself any advantage over any other Bidder or over OWNER; and

(d) The Bidder agrees that Work Item quantities are estimates and that the Owner may increase or decrease quantities up to 25 percent at the same unit cost, as required by job conditions. Unit costs will be negotiated for quantity variations exceeding 25 percent.

4. BIDDER will complete the work for the following prices:



CLINTON STREET PARKING FACILITY.  
REPAIR SPECIFICATION  
MARCH 15, 1985

BIDDING REQUIREMENTS  
PAGE 15

WORK ITEM	DESCRIPTION	UNITS	QUANTITY	UNIT PRICE	EXTENSION
1.00	Mobilization	L.S.	1	47,000 <sup>00</sup>	47,000 <sup>80</sup>
2.00	(Not Used)				
3.00	Spalled and Delaminated Concrete Floor Repair				
3.10	Shallow Removal and Repair - Floor	S.F.	1,910	5.78	11,039.80
3.20	Deep Removal and Repair - Floor	S.F.	1,115	9.25	10,313.75
3.30	Full Depth Removal and Repair - Floor	S.F.	755	18.00	13,590.00
3.40	Full Depth Removal and Repair - Floor (Ramp Only)	S.F.	150	18.50	2,775.00
4.00	Spalled and Delaminated Concrete Ceiling Repair				
4.10	Shallow Removal and Repair-Ceiling	S.F.	1,410	10.50	14,805.00
4.20	Deep Removal and Repair- Ceiling (Ramp Only)	S.F.	165	13.75	2,268.75
5.00	Spalled and Delaminated Concrete Beam and Joist Repair				
5.10	Shallow Removal and Repair- Beams	S.F.	15	66.00	990.00
5.20	Deep Removal and Repair - Beams	S.F.	5	80.00	400.00
5.30	Shallow Removal and Repair - Interior Joists	S.F. LF	2,600	32.00	83,200.00
5.40	Deep Removal and Repair - Interior Joists	S.F. LF	110	44.00	4,840.00
5.50	Shallow Removal and Repair - Exterior Joists	S.F. LF	390	36.00	14,040.00
5.60	Deep Removal and Repair - Exterior Joists	S.F. LF	20	52.00	1040.00
5.70	Full Depth Removal and Repair - Interior Joists	L.F.	90	64.00 <del>82.00</del>	5760.00 <del>7380.00</del>
5.80	Full Depth Removal and Repair - Exterior Joists	L.F.	10	80.00	800.00



CLINTON STREET PARKING FACILITY.  
REPAIR SPECIFICATION  
MARCH 15, 1985

BIDDING REQUIREMENTS  
PAGE 17

WORK ITEM	DESCRIPTION	UNITS	QUANTITY	UNIT PRICE	EXTENSION
15.10	Protective Concrete Sealer Application - Floors	S.F.	94,050	.53	49,846.50
15.20	Protective Concrete Sealer Application - Vertical Surfaces	S.F.	10,250	.51	5,227.50
16.00	(Not Used)				
17.00	Remove Bituminous Overlay	S.F.	950	2.00	1900.00
19.00	(Not Used)				
20.00	Protective Bituminous Sealer	S.F.	25,200	.60	15,120.00
21.00	Paint Parking Striping	L.S.	1	5,000.00	5,000.00

\*Description of Abbreviations:

L.F. = Lineal Feet  
EA. = Each  
S.F. = Square Feet  
L.S. = Lump Sum

Total Base Bid for work Items 1.00 through 21.00 above is:

THREE HUNDRED SIXTY TWO THOUSAND FIFTY FIVE 362,055.50  
dollars (\$.....).  
AND 50/100 (State Amount in words) (and Figures)

CLINTON STREET PARKING FACILITY  
REPAIR SPECIFICATION  
MARCH 15, 1985

BIDDING REQUIREMENTS  
PAGE 15

WORK ITEM	DESCRIPTION	UNITS	QUANTITY	UNIT PRICE	EXTENSION
1.00	Mobilization	L.S.	1	47,000 <sup>00</sup>	47,000 <sup>80</sup>
2.00	(Not Used)			—	—
3.00	Spalled and Delaminated Concrete Floor Repair				
3.10	Shallow Removal and Repair - Floor	S.F.	1,910	5.78	11,039.80
3.20	Deep Removal and Repair - Floor	S.F.	1,115	9.25	10,313.75
3.30	Full Depth Removal and Repair - Floor	S.F.	755	18.00	13,590.00
3.40	Full Depth Removal and Repair - Floor (Ramp Only)	S.F.	150	18.50	2,775.00
4.00	Spalled and Delaminated Concrete Ceiling Repair				
4.10	Shallow Removal and Repair - Ceiling	S.F.	1,410	10.50	14,805.00
4.20	Deep Removal and Repair - Ceiling (Ramp Only)	S.F.	165	13.75	2,268.75
5.00	Spalled and Delaminated Concrete Beam and Joist Repair				
5.10	Shallow Removal and Repair - Beams	S.F.	15	66.00	990.00
5.20	Deep Removal and Repair - Beams	S.F.	5	80.00	400.00
5.30	Shallow Removal and Repair - Interior Joists	S.F. LF	2,600	32.00	83,200.00
5.40	Deep Removal and Repair - Interior Joists	S.F. LF	110	44.00	4,840.00
5.50	Shallow Removal and Repair - Exterior Joists	S.F. LF	390	36.00	14,040.00
5.60	Deep Removal and Repair - Exterior Joists	S.F. LF	20	52.00	1,040.00
5.70	Full Depth Removal and Repair - Interior Joists	L.F.	90	64.00 <del>82.00</del>	5,760.00 <del>7,380.00</del>
5.80	Full Depth Removal and Repair - Exterior Joists	L.F.	10	80.00	800.00



CLINTON STREET PARKING FACILITY  
REPAIR SPECIFICATION  
MARCH 15, 1985

BIDDING REQUIREMENTS  
PAGE 16

WORK ITEM	DESCRIPTION	UNITS	QUANTITY	UNIT PRICE	EXTENSION
6.00	Spalled and Delaminated Concrete Column Repair				
6.10	Shallow Removal and Repair - Interior Columns	S.F.	200	12.00	2400.00
6.20	Deep Removal and Repair - Interior Columns	S.F.	80	15.25	1,220.00
6.30	Shallow Removal and Repair - Exterior Columns	S.F.	20	12.00	240.00
6.40	Deep Removal and Repair - Exterior Columns	S.F.	10	15.25	152.50
7.00	Spalled and Delaminated Concrete Wall Repair	S.F.	500	12.00	6,000.00
8.00	(Not Used)				
9.00	Supplement Existing Reinforcement				
9.10	Supplementary Anchors	EA.	200	9.00	1800.00
9.30	Supplementary Reinforcement #5 Bars	L.F.	100	1.05	105.00
9.50	Shear Dowels	EA.	75	30.00	2,250.00
10.00	(Not Used)				
11.00	Crack, Construction Joint and Control Joint Repair				
11.10	Seal Random Cracks	L.F.	7,560	3.41	25,779.60
11.20	Seal Leaking Construction and Control Joints	L.F.	2,285	3.06	6,992.10
11.70	Cove Sealant	L.F.	6,500	3.64	23,660.00
12.00	Scale Concrete Surface Repair	S.F.	500	3.00	1,500.00
13.00	(Not Used)				
14.00	(Not Used)				
15.00	Protective Concrete Sealer				

CLINTON STREET PARKING FACILITY  
REPAIR SPECIFICATION  
MARCH 15, 1985

BIDDING REQUIREMENTS  
PAGE 16

WORK ITEM	DESCRIPTION	UNITS	QUANTITY	UNIT PRICE	EXTENSION
6.00	Spalled and Delaminated Concrete Column Repair				
6.10	Shallow Removal and Repair - Interior Columns	S.F.	200	12.00	2,400.00
6.20	Deep Removal and Repair - Interior Columns	S.F.	80	15.25	1,220.00
6.30	Shallow Removal and Repair - Exterior Columns	S.F.	20	12.00	240.00
6.40	Deep Removal and Repair - Exterior Columns	S.F.	10	15.25	152.50
7.00	Spalled and Delaminated Concrete Wall Repair	S.F.	500	12.00	6,000.00
8.00	(Not Used)				
9.00	Supplement Existing Reinforcement				
9.10	Supplementary Anchors	EA.	200	9.00	1,800.00
9.30	Supplementary Reinforcement #5 Bars	L.F.	100	1.05	105.00
9.50	Shear Dowels	EA.	75	30.00	2,250.00
10.00	(Not Used)				
11.00	Crack, Construction Joint and Control Joint Repair				
11.10	Seal Random Cracks	L.F.	7,560	3.41	25,779.60
11.20	Seal Leaking Construction and Control Joints	L.F.	2,285	3.06	6,992.10
11.70	Cove Sealant	L.F.	6,500	3.64	23,660.00
12.00	Scale Concrete Surface Repair	S.F.	500	3.00	1,500.00
13.00	(Not Used)				
14.00	(Not Used)				
15.00	Protective Concrete Sealer				



7. Communications concerning this Bid shall be addressed to:

CWA Walker, Inc.  
5987 E. 71st Street  
Suite 101  
Indianapolis, IN 46220  
(317) 842-6890  
Contact: Steven F. Totten, P.E.

The address of BIDDER indicated below.

To the following address:

8. The terms used in this Bid which are defined in the General Conditions of the Construction Contract included as part of the Contract Documents have the meanings assigned to them in the General Conditions.

SUBMITTED on APRIL 12, 19 85

(Corporate Seal)

Attest .....

(Secretary)

Business Address .....

6686 E. MC NICHOLS  
DETROIT MICH 48212

Phone No.: .....

365-4300

■ Joint Venture

By .....

(Name)

(Address)

By .....

(Name)

(Address)

(Each joint venture must sign. The manner of signing for each individual partnership and corporation that is a party to the joint venture should be in the manner indicated above)



0040.00 SUPPLEMENTS TO BID FORMS

0041.00 LIST OF ALTERNATES

State the Bid amount for required alternates on the following form.

0043.00 NON-COLLUSION AFFIDAVIT

A Statement of Non-Collusion shall be made on the following form.

0044.00 LIST OF SUBCONTRACTORS

Identify all subcontractors and other persons and organizations proposed for those portions of the work listed on the following form.

0041.00 LIST OF ALTERNATES

- 0041.01 Alternate proposals are requested under Alternates of the Bidding Documents (See Specification Section 0110.00).
- 0041.02 The alternate proposal shall indicate the amount to be added to or deducted from the Lump Sum Base Bid if the alternate proposal is accepted by the Owner.
- 0041.03 The alternate proposal shall include all cost necessary for the complete installation of the materials or items indicated for the alternate proposal, including materials, labor, equipment, operation, administration, overhead, profit and taxes (as applicable).
- 0041.04 The alternate proposal shall also include all costs for changes in the Work (including Work of other Separate Contracts) that will be made necessary by acceptance of the alternate proposal.
- 0041.05 The Bidder shall submit prices for all the alternates listed below in the manner indicated. If there is no change in price to the Lump Sum Base Bid, write in "No Change".

ALTERNATE A - 100% PARKING STRUCTURE CLOSURE

Delete TEN THOUSAND ..... Dollars \$ 10,000.00  
(written amount) (numerals)

The Bidder agrees to fully complete the Project in 121 calendar days from the date of Notice of Award of Contract.

All blanks must be executed for this Bid to be valid.

It is understood and agreed that this Bid cannot be withdrawn within sixty (60) days after Bid opening date without the consent of said Owner, and that said Owner has the right to accept or reject any or all Bids, or any part of any Bid.



0044.00 LIST OF SUBCONTRACTORS

Description of work	Manufacturer	Installer
Concrete Reinforcement		BRENCAL
Cast-In-Place Concrete		BRENCAL
Preplaced Aggregate Concrete		BRENCAL
Latex Modified Concrete and Mortar		BRENCAL
Dry Pack Concrete		BRENCAL
Pressure Applied Concrete		BRENCAL
Trowel Applied Concrete		BRENCAL
Protective Concrete Sealer		HARRY PETERSON
Crack and Control Joint Sealant		" "
Cove Sealant		" "
Painting		BRENCAL
Bituminous Sealer		BRENCAL
	Designer	Manufacturer
Shoring		Installer
		BRENCAL

End of Bidding Requirements

## PERFORMANCE BOND

BOND NO. KO 05 73 00 0

Know All Men by These Presents, That we

BRENCAL CONTRACTORS, INC., 6686 East McNichols Road, Detroit, MI 48212

hereinafter called the Principal, and

INSURANCE COMPANY OF NORTH AMERICA, 900 Tower Drive, Troy, MI 48098

a corporation, organized and existing under the laws of the State of Pennsylvania, and duly authorized to transact business in the State of Michigan, Surety, hereinafter called "Surety," are held and firmly bound unto

CITY OF FORT WAYNE, INDIANA

as obligee, and hereinafter called "Obligee," in the just and full sum of THREE HUNDRED SIXTY TWO THOUSAND

FIFTY FIVE AND 50/100----- Dollars (\$ 362,055.50-)

lawful money of the United States of America, to be paid to the said Obligee

in which payment well and truly to be made, we bind ourselves, our heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that, WHEREAS, the above Principal has entered into a contract with the said Obligee, dated the 12th day of April, 19 85 for the construction of Clinton Street Parking Facility Repairs

which contract is herein referred to and made a part hereof as fully and to the same extent as if the same were entirely written herein, and

WHEREAS, it was one of the conditions of the award of said Obligee, pursuant to which said contract was entered into, that these presents should be executed.

AND THE SAID SURETY, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the work to be performed thereunder or the specifications accompanying the same shall in anywise affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the work or to the specifications.

NOW THEREFORE, if the above Principal shall in all respects comply with the terms and conditions of said contract, and his (their or its) obligations thereunder, including the specifications therein referred to and made a part thereof, and such alteration as may be made in such specifications, as herein or therein provided for, then this obligation to be void, or otherwise to be and remain in full force, effect and virtue.

Signed and sealed this 25th day of April, 19 85

Signed, sealed and delivered in the presence of:

BRENCAL CONTRACTORS, INC.

(Principal)

By:

(Title)

(Title)

(Title)

INSURANCE COMPANY OF NORTH AMERICA

(Surety)

By:

Richard D. Ferguson, Attorney-in-Fact

COUNTERSIGNED:

By

Arnold Gilman, Indiana Resident Agent



**LABOR AND MATERIAL BOND**

Know All Men by These Presents, That we

BRENCAL CONTRACTORS, INC., 6686 East McNichols Rd., Detroit, MI 48212  
hereinafter called the Principal, and

INSURANCE COMPANY OF NORTH AMERICA, 900 Tower Drive, Troy, MI 48098  
hereinafter called the Surety, are held and firmly bound unto CITY OF FORT WAYNE, INDIANA

in the sum of THREE HUNDRED SIXTY TWO THOUSAND FIFTY FIVE AND no/100 Dollars (\$362,055.50--)

lawful money of the United States of America, to the payment whereof, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

Scaled with our seals, and dated this 25th day of April, A.D. 19 85

WHEREAS, the above named Principal has entered into a certain contract with the Obligee

dated the 12th day of April, A.D. 19 85, (hereinafter  
called the Contract) for Construction of Clinton Street Parking Facility Repairs

which contract and the specifications for said work shall be deemed a part hereof as fully as if set out herein.

NOW, THEREFORE, the condition of this obligation is such that if payment shall be made by the Principal to any Sub-contractor or by him or any Sub-contractors as the same may become due and payable of all indebtedness which may arise from him to a Sub-contractor or a party performing labor or furnishing materials or supplies, or any Sub-contractor to any person, firm or corporation on account of any labor performed or materials or supplies furnished in the performance of said contract, then this obligation shall be void, otherwise the same shall be in full force and effect.

AND PROVIDED, that any alterations which may be made in the terms of said contract, or in the work to be done under it, or the giving by the party of the first part to said contract any extension of time for the performance of said contract or any other forbearance on the part of either party to the other, shall not in any way release the Principal and the Surety or either of them, their heirs, executors, administrators, successors or assigns from any liability hereunder, notice to the Surety of any such alterations, extensions of time or of any forbearance being hereby waived.

Signed, sealed and delivered  
in the presence of:

BRENCAL CONTRACTORS, INC.

(Principal)

By:

Jackie Buschel Pres  
(Title)

(Title)

(Title)

INSURANCE COMPANY OF NORTH AMERICA

(Surety)

By:

Richard D. Ferguson  
Richard D. Ferguson, Attorney-in-Fact

COUNTERSIGNED:

By: Augustine F. Wolfe  
Arnold Gilman  
Arnold Gilman, Indiana Resident Agent



# POWER OF ATTORNEY

#121431

## INSURANCE COMPANY OF NORTH AMERICA

PHILADELPHIA, PA.

**Know all men by these presents:** That INSURANCE COMPANY OF NORTH AMERICA, a corporation of the Commonwealth of Pennsylvania, having its principal office in the City of Philadelphia, Pennsylvania, pursuant to the following Resolution adopted by the Board of Directors of the said Company on May 28, 1975, to wit:

"RESOLVED, pursuant to Articles 3.6 and 5.1 of the By-Laws, the following Rules shall govern the execution for the Company of bonds, undertakings, recognizances, contracts and other writings in the nature thereof:

(1) That the President, or any Vice-President, Assistant Vice-President, Resident Vice-President or Attorney-in-Fact, may execute for and in behalf of the Company any and all bonds, undertakings, recognizances, contracts and other writings in the nature thereof, the same to be attested when necessary by the Secretary, an Assistant Secretary or a Resident Assistant Secretary and the seal of the Company affixed thereto; and that the President or any Vice-President may appoint and authorize Resident Vice-Presidents, Resident Assistant Secretaries and Attorneys-in-Fact to so execute or attest to the execution of all such writings on behalf of the Company and to affix the seal of the Company thereto.

(2) Any such writing executed in accordance with these Rules shall be as binding upon the Company in any case as though signed by the President and attested by the Secretary.

(3) The signature of the President or a Vice-President and the seal of the Company may be affixed by facsimile on any power of attorney granted pursuant to this Resolution, and the signature of a certifying officer and the seal of the Company may be affixed by facsimile to any certificate of any such power, and any such power or certificate bearing such facsimile signature and seal shall be valid and binding on the Company.


(4) Such Resident Officers and Attorneys-in-Fact shall have authority to certify or verify copies of this Resolution, the By-Laws of the Company, and any affidavit or record of the Company necessary to the discharge of their duties.

(5) The passage of this Resolution does not revoke any earlier authority granted by Resolution of the Board of Directors on June 9, 1953."

does hereby nominate, constitute and appoint A. JAMES STIRLING, W. K. CAMPION, RICHARD D. FERGUSON, ELOY MARTINEZ, D. A. VALENTI, AUGUSTINE WOLFE, and JACK D. GURNEY, all of the City of Bloomfield Hills, State of Michigan -----


each individually if there be more than one named, its true and lawful attorney-in-fact, to make, execute, seal and deliver on its behalf, and as its act and deed any and all bonds, undertakings, recognizances, contracts and other writings in the nature thereof. And the execution of such writings in pursuance of these presents, shall be as binding upon said Company, as fully and amply as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its principal office.

IN WITNESS WHEREOF, the said MICHAEL B. FODOR, Vice-President, has hereunto subscribed his name and affixed the corporate seal of the said INSURANCE COMPANY OF NORTH AMERICA this 25th day of February 1983.

(SEAL)  INSURANCE COMPANY OF NORTH AMERICA  
by  MICHAEL B. FODOR Vice-President

STATE OF PENNSYLVANIA  
COUNTY OF DELAWARE } ss.  
On this 25th day of February, A. D. 1983, before me, a Notary Public of the COMMONWEALTH OF PA. in and for the County of DELAWARE came MICHAEL B. FODOR, Vice-President of the INSURANCE COMPANY OF NORTH AMERICA to me personally known to be the individual and officer who executed the preceding instrument, and he acknowledged that he executed the same; that the seal affixed to the preceding instrument is the corporate seal of said Company; that the said corporate seal and his signature were duly affixed by the authority and direction of the said corporation, and that Resolution, adopted by the Board of Directors of said Company, referred to in the preceding instrument, is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at the City of RADNOR TOWNSHIP the day and year first above written.

(SEAL)  JOAN LOUGHRAN - Notary Public  
Upper Darby, Delaware County, Pa.  
My commission expires Jan. 12, 1987  
JOAN LOUGHRAN Notary Public.

I, the undersigned, Assistant Secretary of INSURANCE COMPANY OF NORTH AMERICA, do hereby certify that the original POWER OF ATTORNEY, of which the foregoing is a full, true and correct copy, is in full force and effect. In witness whereof, I have hereunto subscribed my name as Assistant Secretary, and affixed the corporate seal of the Corporation, this 25th day of April 1985.

(SEAL)  JAMES S. WILLIE Assistant Secretary



NOTICE TO PROCEED

TO: Brenca Contractors Inc.  
6686 E. McNichols Road  
Detroit, Michigan 48212

DATE: 5/7/85

Project: Clinton St. Parking Facility Repair  
Ft. Wayne, Indiana 46802

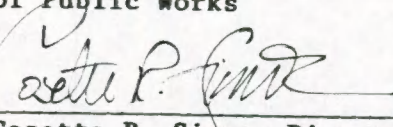
You are hereby notified to proceed in accordance with <sup>Prior Approval</sup> your contract dated April  
23, 198 5, on the project and you are to complete the project within  
       consecutive calendar days thereafter.

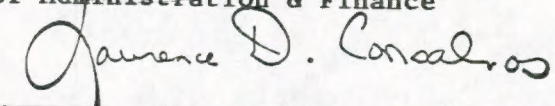
THEREFORE, the date for the completion of this project is  
September 13, 198 5.

OWNER:

Board of Public Works & Safety

David J. Kiester, Director  
of Public Works

  
Cosette R. Simon, Director  
of Administration & Finance

  
Lawrence D. Consalvos, Director  
of Public Safety

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE TO  
PROCEED is hereby acknowledged by

Brenca Contractors

this the 7 day of May  
198 5.

By Jack W. Bruckel  
Title President

TITLE OF ORDINANCE Contract for Res. #6012-85 - Clinton Street Parking Facility Repair

DEPARTMENT REQUESTING ORDINANCE 'Board' of Public Works & Safety *J-85-05-16*

SYNOPSIS OF ORDINANCE The Contract for Resolution #6012-85 is for repairs  
to improve Clinton Street Parking Facility 915 South Clinton Street.

Brenca1 Contracts, Inc., is the Contractor.

PRIOR APPROVAL WAS RECEIVED

4/23/85

EFFECT OF PASSAGE Improvement to Parking Garage at 915 S. Clinton Street

EFFECT OF NON-PASSAGE

MONEY INVOLVED (DIRECT COSTS, EXPENDITURE, SAVINGS) \$362,055.20

ASSIGNED TO COMMITTEE



BILL NO. S-85-05-16

REPORT OF THE COMMITTEE ON PUBLIC WORKS

WE, YOUR COMMITTEE ON PUBLIC WORKS TO WHOM WAS  
REFERRED AN (ORDINANCE) (~~RESOLUTION~~) approving Contract for  
Res. 6012-85 - Clinton Street Parking Facility Repair, by the City of  
Fort Wayne by and through its Board of Public Works and Safety and Brenca  
Contractors, Inc.

HAVE HAD SAID (ORDINANCE) (~~RESOLUTION~~) UNDER CONSIDERATION AND BEG  
LEAVE TO REPORT BACK TO THE COMMON COUNCIL THAT SAID (ORDINANCE)  
(~~RESOLUTION~~)X

YES

NO

Samuel J. Talarico

SAMUEL J. TALARICO  
CHAIRMAN

Charles B. Redd

CHARLES B. REDD  
VICE CHAIRMAN

PAUL M. BURNS

Donald J. Schmidt

DONALD J. SCHMIDT

Thomas C. Henry

THOMAS C. HENRY

CONCURRED IN 5-28-85

SANDRA E. KENNEDY  
CITY CLERK